

01/30/2008 17:13 FAX 4082958895

002

From: JANNEY & JANNEY

213 837 7767

01/30/2008 14:16

1386 P.003/028

JS 44 - CND (Rev. 11/04)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO.)

I. (a) PLAINTIFFS

Adobe Systems Incorporated

DEFENDANTS

Corey C. Ressler and Does 1-10, inclusive,

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF
(EXCEPT IN U.S. PLAINTIFF CASES)

Santa Clara County

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Mercer County

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

J. Andrew Coombs, A.P.C., 517 E. Wilson Ave., Suite 202
Glendale, CA 91206 / Telephone: (818) 500-3200

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

None Known

E-FILED 08 00698 JL

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- PTF DEF
Citizen of This State ☒ 1 ☒ 1 Incorporated or Principal Place of Business in This State ☐ 4 ☐ 4
Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place of Business in Another State ☐ 5 ☐ 5
Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ Original Proceeding ☐ 1 Removed from State Court ☐ 2 Remanded from Appellate Court ☐ 3 Remanded or Reopened ☐ 4 Transferred from Another District (specify) ☐ 5 Multidistrict Litigation ☐ 6 Appeal to District Judge from Magistrate's Judgment

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input checked="" type="checkbox"/> 120 Marine <input checked="" type="checkbox"/> 130 Miller Act <input checked="" type="checkbox"/> 140 Negotiable Instrument <input checked="" type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input checked="" type="checkbox"/> 160 Medicare Act <input checked="" type="checkbox"/> 170 Recovery of Defaulted Student Loans (Excl Veterans) <input checked="" type="checkbox"/> 180 Recovery of Overpayment of Veterans' Benefits <input checked="" type="checkbox"/> 190 Stockholders Suits <input checked="" type="checkbox"/> 200 Other Contract <input checked="" type="checkbox"/> 210 Contract Product Liability <input checked="" type="checkbox"/> 220 Franchise	PERSONAL INJURY <input checked="" type="checkbox"/> 230 Airplane <input checked="" type="checkbox"/> 240 Airplane Product Liability <input checked="" type="checkbox"/> 250 Assault Libel & Slander <input checked="" type="checkbox"/> 260 Federal Employees Liability <input checked="" type="checkbox"/> 270 Marine <input checked="" type="checkbox"/> 280 Marine Product Liability <input checked="" type="checkbox"/> 290 Motor Vehicle <input checked="" type="checkbox"/> 300 Motor Vehicle Product Liability <input checked="" type="checkbox"/> 310 Other Personal Injury PERSONAL INJURY <input checked="" type="checkbox"/> 320 Personal Injury Mod Malpractice <input checked="" type="checkbox"/> 330 Personal Injury Product Liability <input checked="" type="checkbox"/> 340 Automobile Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 350 Other Fraud <input checked="" type="checkbox"/> 360 Truth in Lending <input checked="" type="checkbox"/> 370 Other Personal Property Damage <input checked="" type="checkbox"/> 380 Property Damage Product Liability	<input checked="" type="checkbox"/> 390 Agriculture <input checked="" type="checkbox"/> 400 Other Food & Drug <input checked="" type="checkbox"/> 410 Drug Related Seizure of Property 21 USC 881 <input checked="" type="checkbox"/> 420 Liquor Laws <input checked="" type="checkbox"/> 430 RR & Truck <input checked="" type="checkbox"/> 440 Airline Rugs <input checked="" type="checkbox"/> 450 Occupational Safety/Health <input checked="" type="checkbox"/> 460 Other LABOR <input checked="" type="checkbox"/> 470 Fair Labor Standards Act <input checked="" type="checkbox"/> 480 Labor/Mgmt Relations <input checked="" type="checkbox"/> 490 Labor/Mgmt Reporting & Disclosure Act <input checked="" type="checkbox"/> 500 Railway Labor Act <input checked="" type="checkbox"/> 510 Other Labor Legislation <input checked="" type="checkbox"/> 520 Empl Ret. Inc. Security Act	<input checked="" type="checkbox"/> 530 Appeal 28 USC 158 <input checked="" type="checkbox"/> 540 Writ 28 USC 157 PROPERTY RIGHTS <input checked="" type="checkbox"/> 550 Copyrights <input checked="" type="checkbox"/> 560 Patents <input checked="" type="checkbox"/> 570 Trademark SOCIAL SECURITY <input checked="" type="checkbox"/> 580 HIA (1505) <input checked="" type="checkbox"/> 590 Black Lung (203) <input checked="" type="checkbox"/> 600 OWBPA (404(g)) <input checked="" type="checkbox"/> 610 EEOA Title XVI <input checked="" type="checkbox"/> 620 RRB (408(g)) FEDERAL TAX SUITS <input checked="" type="checkbox"/> 630 Tax (US Plaintiff or Defendant) <input checked="" type="checkbox"/> 640 IRS - Third Party 28 USC 760	<input checked="" type="checkbox"/> 650 State Reapportionment <input checked="" type="checkbox"/> 660 Arbitration <input checked="" type="checkbox"/> 670 Banks and Banking <input checked="" type="checkbox"/> 680 Consumer Credit <input checked="" type="checkbox"/> 690 Consumer Credit <input checked="" type="checkbox"/> 700 Cable/Television <input checked="" type="checkbox"/> 710 Selective Service <input checked="" type="checkbox"/> 720 Securities/Commodities Exchange <input checked="" type="checkbox"/> 730 Consumer Credit <input checked="" type="checkbox"/> 740 Agricultural Acts <input checked="" type="checkbox"/> 750 Economic Stabilization Act <input checked="" type="checkbox"/> 760 Environmental Matters <input checked="" type="checkbox"/> 770 Energy Allocation Act <input checked="" type="checkbox"/> 780 Freedom of Information Act <input checked="" type="checkbox"/> 790 Appeal of Fed Determination Under Equal Access to Justice <input checked="" type="checkbox"/> 800 Constitutionality of State Statutes <input checked="" type="checkbox"/> 810 Other Regulatory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input checked="" type="checkbox"/> 820 Land Condemnation <input checked="" type="checkbox"/> 830 Foreclosure <input checked="" type="checkbox"/> 840 Rent Leases & Easements <input checked="" type="checkbox"/> 850 Torts to Land <input checked="" type="checkbox"/> 860 Tort Product Liability <input checked="" type="checkbox"/> 870 All Other Real Property	<input checked="" type="checkbox"/> 880 Voting <input checked="" type="checkbox"/> 890 Employment <input checked="" type="checkbox"/> 900 Housing <input checked="" type="checkbox"/> 910 Welfare <input checked="" type="checkbox"/> 920 Other Civil Rights <input checked="" type="checkbox"/> 930 Amer w/ disab - Empl <input checked="" type="checkbox"/> 940 Amer w/ disab - Other	<input checked="" type="checkbox"/> 950 Motion to Vacate Sentence Habeas Corpus <input checked="" type="checkbox"/> 960 General <input checked="" type="checkbox"/> 970 Death Penalty <input checked="" type="checkbox"/> 980 Mardamus & Other <input checked="" type="checkbox"/> 990 Civil Rights <input checked="" type="checkbox"/> 1000 Prison Conditions		

VI. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

VII. REQUESTED IN COMPLAINT: ☒ CHECK IF THIS IS A CLASS ACTION DEMAND \$ ☐ CHECK YES only if demanded in complaint: UNDER F.R.C.P. 23 JURY DEMAND: ☒ YES ☐ NO

VIII. RELATED CASE(S) IF ANY PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2)

(PLACE AN "X" IN ONE BOX ONLY)

☐ SAN FRANCISCO/OAKLAND☒ SAN JOSE

DATE

SIGNATURE OF ATTORNEY OF RECORD

1-30-08

ORIGINAL

From: JANNEY&JANNEY

213 837 7767

01/30/2008 14:16

8398 P.004/028

United States District Court
NORTHERN DISTRICT OF CALIFORNIA

ORIGINAL

Adobe Systems Incorporated,

ADR

SUMMONS IN A CIVIL CASE

CASE NUMBER:

v.

Corey C. Ressler and Does 1-10, inclusive,

E-FILING

C08 00698

JL

TO: (Name and address of defendant)

Corey C. Ressler
1540 Kuser Road, Suite A-2
Hamilton, New Jersey 08619

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

J. Andrew Coombs (SBN 123881)
Annie S. Wang (SBN 243027)
J. Andrew Coombs, A Prof. Corp.
517 East Wilson Avenue, Suite 202
Glendale, California 91206

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgement by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

JAN 30 2008

Richard W. Wieking
CLERK

DATE _____

Tiffany Salinas-Harwell

(BY) DEPUTY CLERK

RETURN OF SERVICEService of the Summons and Complaint was made by me ¹

DATE

Name of SERVER

TITLE

Check one box below to indicate appropriate method of service☐

Served Personally upon the Defendant. Place where served:

☐

Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.

Name of person with whom the summons and complaint were left:

☐

Returned unexecuted:

☐Other (*specify*):**STATEMENT OF SERVICE FEES**

TRAVEL

SERVICES

TOTAL

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.

Executed on

Date

Signature of Server

Address of Server

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure

01/30/2008 17:23 FAX

JAN-30-2008 16:51 From:G

From: JANNEY&JANNEY

213 837 7767

To: 4082956895

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P.1

01/30/2008 14:19

8358 P.012/028

J. Andrew Coombs (SBN 123881)
Annie S. Wang (SBN 243027)
J. Andrew Coombs, A Prof. Corp.
517 East Wilson Avenue, Suite 202
Glendale, California 91206
Telephone: (818) 500-3200
Facsimile: (818) 500-3201

andy@coombspc.com
annie@coombspc.com

Attorneys for Plaintiff
Adobe Systems Incorporated

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Adobe Systems Incorporated,
Plaintiff,

v.

Corcy C. Ressler and Does 1 - 10, inclusive,
Defendants.

C08-00698 JL

COMPLAINT FOR COPYRIGHT
INFRINGEMENT AND TRADEMARK
INFRINGEMENT

DEMAND FOR A JURY TRIAL

Plaintiff Adobe Systems Incorporated ("Adobe") for its Complaint alleges as follows:

I. Introduction

1. Adobe brings this action as a result of Defendants' systematic, unauthorized copying and distribution of Adobe's software products through sales on the eBay online auction site. Defendants' actions, commonly known as software piracy, are willful and cause substantial damage to Adobe and to the software industry.

2. Adobe is a global leader in developing and distributing innovative computer software. Its products and services offer developers and enterprises tools for creating, managing, delivering and engaging with compelling content across multiple operating systems, devices and media. The software industry is competitive, and Adobe undertakes great expense and risk in conceiving, developing, testing, manufacturing, marketing, and delivering its software products to consumers. Software piracy, including piracy on eBay, undermines Adobe's investment and creativity, and misleads and confuses consumers.

3. Defendants, through usernames including "hahe51" and, on information and belief, other aliases including "rockdreams", have made, offered for sale, sold, and distributed unauthorized copies of Adobe software (the "Unauthorized Software Product") including at least

Adobe v. Ressler: Complaint (Copyright and Trademark)

1 Adobe Photoshop CS3 and Adobe Photoshop CS2 (the "Adobe Software") and likely other
2 products. Additional Doe defendants – whose identities will be determined in discovery – support,
3 assist, supervise and/or supply Defendants in these illegal activities. Adobe owns registered United
4 States copyrights and trademarks including but not limited to the foregoing product and its
5 associated marks.

6 4. Defendants' activities constitute willful copyright infringement and willful
7 trademark infringement pursuant to the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.* (the
8 "Copyright Act.") and the Lanham Trademark Act, as amended, 15 U.S.C., § 1051, *et seq.* (the
9 "Lanham Act"). Adobe requests an injunction, and that Defendants pay damages, costs, and
10 attorneys' fees.

11 **II. Jurisdiction and Venue**

12 5. The Court has jurisdiction over the subject matter pursuant to 15 U.S.C. § 1121, 28
13 U.S.C. § 1331 and § 1338(a).

14 6. The events giving rise to the claims alleged herein occurred, among other places,
15 within this judicial district. Venue in the Northern District of California is proper pursuant to 28
16 U.S.C. § 1391(b) and § 1400(a).

17 **III. The Parties**

18 **A. Plaintiff Adobe and Its Products**

19 7. Adobe is a corporation duly organized and existing under the laws of the State of
20 Delaware, having its principal place of business in San Jose, California.

21 8. The Adobe Software is copyrightable subject matter, and Adobe owns exclusive
22 rights under the Copyright Act to reproduce and distribute to the public copies of Adobe Software
23 in the United States. Among the titles produced and distributed by Adobe are *Acrobat*, *Creative
Suite*, *Dreamweaver*, *Flash*, *Illustrator*, *PageMaker*, *Photoshop*, and *Shockwave*. A non-
24 exhaustive list of Adobe's copyright registrations is attached hereto as Exhibit A ("Adobe's
25 Copyrights").

26 9. Products manufactured and sold by Adobe bear Adobe's trademarks, including
27 without limitation, the ADOBE, ACROBAT, CREATIVE SUITE, DREAMWEAVER, FLASH,
28 ILLUSTRATOR, MACROMEDIA, PAGEMAKER, PHOTOSHOP, POSTSCRIPT, READER
and SHOCKWAVE trademarks (collectively "Adobe's Trademarks"). Adobe uses Adobe's
Trademarks on computer software as indicia of Adobe's high quality products. Each year Adobe

1 expends significant resources to develop and maintain the considerable goodwill it enjoys in
2 Adobe's Trademarks and in its reputation for high quality.

3 10. Adobe has secured registrations for Adobe's Trademarks, all of which are valid,
4 extant and in full force and effect. Adobe's Trademarks are exclusively owned by Adobe. A non-
5 exhaustive list of Adobe's trademark registrations is attached hereto as Exhibit B. Adobe, or its
6 predecessors in interest, has continuously used each of Adobe's Trademarks from the registration
7 date, or earlier, until the present and at all times relevant to the claims alleged in this Complaint.

8 11. As a result of advertising and sales, together with longstanding consumer
9 acceptance, Adobe's Trademarks identify Adobe's products and authorized commercial
10 distribution of these products. Adobe's Trademarks have each acquired secondary meaning in the
11 minds of consumers throughout the United States and the world. Adobe's Copyrights and Adobe's
12 Trademarks are collectively referred to herein as "Adobe's Intellectual Properties."

13 **B. Defendants**

14 12. Defendant Corey C. Ressler ("Ressler") is an individual. Adobe is informed and
15 believes that Ressler is a resident of Hamilton, New Jersey. Ressler does business under the eBay
16 user ID "hahe51" and upon information and belief "rockdreams." Other aliases or eBay user IDs
17 will be determined in discovery. Ressler, through his online identity or identities, does business in
18 California through sales and distribution of the Unauthorized Software Product in the State of
19 California, among other places.

20 13. Upon information and belief, Does 1 – 10 are either entities or individuals who are
21 subject to the jurisdiction of this Court. Upon information and belief, Does 1 – 10 are principals,
22 supervisory employees, or suppliers of one or other of the named defendants or other entities or
23 individuals who are, in this judicial district, manufacturing, distributing, selling and/or offering for
24 sale merchandise without authorization that infringes Adobe's Intellectual Properties. The
25 identities of the various Does are unknown to Adobe at this time. The Complaint will be amended
26 to include the names of such individuals when identified. Ressler and Does 1 – 10 are collectively
27 referred to herein as "Defendants."

28 **IV. Defendants' Infringing Activities**

14. Defendants use, among other things, the Internet auction site known as eBay to sell
and distribute products, including pirated copies of software, to consumers. At any given time,
there are millions of items listed on eBay for bid or purchase by its more than one hundred million
(100,000,000) registered users. Buyers have the option to purchase items in an auction-style

1 format or items can be purchased at a fixed price through a feature called Buy it Now. Through the
2 eBay "feedback" feature, buyers and sellers may (but are not required) to post positive, neutral or
3 negative "feedback" or comments on their purchase and sale experience. While feedback can give
4 some indication of sales volume, actual sales may far exceed the number of feedback entries a
5 seller receives.

6 15. Among Defendants' products offered for sale and sold on eBay, and distributed to
7 purchasers, are unauthorized copies of Adobe Software. On information and belief, Defendants or
8 their agents made such copies. Adobe has not authorized Defendants or their agents to make or
9 distribute copies of the Adobe Software. Indeed, Adobe has not licensed Defendants to distribute
10 its software, period.

11 16. Defendants also use images confusingly similar or identical to Adobe's Trademarks,
12 to confuse consumers and aid in the promotion of their unauthorized products. Defendants' use of
13 Adobe's Trademarks includes importing, advertising, displaying, distributing, selling and/or
14 offering to sell unauthorized copies of the Adobe Software. Defendants' use began long after
15 Adobe's adoption and use of Adobe's Trademarks, and after Adobe obtained the copyright and
16 trademark registrations alleged above. Neither Adobe nor any authorized agents have consented to
17 Defendants' use of the Adobe Trademarks.

18 17. Defendants have, through over a thousand sales, obtained a substantial "feedback
19 rating" through the eBay feedback system. This feedback rating, obtained essentially through
20 Defendants' illegal activities, may further confuse consumers and aid in even wider distribution of
21 unauthorized copies of the Adobe Software.

22 18. Defendants' actions have confused and deceived, or threatened to confuse and
23 deceive, the consuming public concerning the source and sponsorship of the unauthorized copies of
24 the Adobe Software offered, sold and distributed by Defendants. By their wrongful conduct,
25 Defendants have traded upon and diminished Adobe's goodwill.

26 **FIRST CLAIM FOR RELIEF**

27 **(For Copyright Infringement)**

28 19. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through
18, inclusive, as though set forth herein in full.

20. As alleged herein, Defendants' activities infringe valid and effective copyrights
registered by Adobe, and induce, cause, and materially contribute to infringement. Defendants'
infringement was willful.

1 21. Adobe has suffered and continues to suffer direct and actual damages as a result of
2 Defendants' infringing conduct. The full extent of such damages, including profits by Defendants,
3 will be determined following the accounting by Defendants pursuant to 17 U.S.C. § 504. Prior to
4 final judgment Adobe may elect to recover statutory damages of up to \$150,000 for each of
5 Adobe's Copyrights infringed, as an alternative to actual damages and profits.

6 22. Adobe has no other adequate remedy at law and has suffered and continues to suffer
7 irreparable harm and damage as a result of Defendants' acts. Unless enjoined by the Court,
8 Defendants' infringing activity will continue, with attendant irreparable harm to Adobe.
9 Accordingly, Adobe seeks injunctive relief pursuant to 17 U.S.C. § 502 and seizure of unauthorized
10 copies of the Adobe Software, including the means of production as provided by 17 U.S.C. § 503.

11 23. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys'
12 fees and other costs in connection with the prosecution of its claims. Adobe is entitled to recover
13 its fees and costs from the Defendants, and each of them, pursuant to 17 U.S.C. § 505.

SECOND CLAIM FOR RELIEF

(For Trademark Infringement)

14 24. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through
15 23, inclusive, as though set forth herein in full.

16 25. Defendants' manufacture, importation, advertisement, display, promotion,
17 marketing, distribution, sale and/or offer for sale of the unauthorized copies of the Adobe Software
18 is likely to cause confusion or to cause mistake or to deceive the relevant public and trade
19 regarding the affiliation, sponsorship, endorsement or approval of the Unauthorized Software
20 Product by Adobe. Such confusion, mistake and deception is aggravated by the use of Adobe's
21 Trademarks on the Unauthorized Software Product in the same type of goods made, imported and
22 sold by or under authority of Adobe.

23 26. Defendants, and each of them, acted with knowledge of the federally registered
24 trademarks alleged herein and of the valuable goodwill Adobe enjoys in connection therewith, with
25 intent to confuse, mislead and deceive the public into believing that the unauthorized copies of the
26 Adobe Software was made, imported and sold by Adobe, or are in some other manner, approved or
27 endorsed by Adobe.

28 27. Adobe has suffered and continues to suffer irreparable harm and damage as a result
of Defendants' acts of trademark infringement in amounts thus far not determined but within the
jurisdiction of this Court, which amounts should each be trebled pursuant to 15 U.S.C. § 1117. In

1 order to determine the full extent of such damages, including such profits as may be recoverable
2 under 15 U.S.C. § 1117, Adobe will require an accounting from each Defendant of all monies
3 generated from the manufacture, importation, distribution and/or sale of the Unauthorized Software
4 Product as alleged herein. In the alternative, Adobe may elect to recover statutory damages
5 pursuant to 15 U.S.C. § 1117 (c).

6 28. Adobe has no other adequate remedy at law and has suffered and continues to suffer
7 irreparable harm and damage as a result of the above-described acts of infringement. Adobe is
8 informed and believes, and upon that basis alleges, that, unless enjoined by the Court, the unlawful
9 infringement will continue with irreparable harm and damage to Adobe. Accordingly, Adobe
10 seeks and requests preliminary and permanent injunctive relief pursuant to 15 U.S.C § 1116.

11 29. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys'
12 fees and other costs in connection with the prosecution of its claims herein, which attorneys' fees
13 and costs Adobe is entitled to recover from Defendants, and each of them, pursuant to 15 U.S.C. §
14 1117 (c).

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Adobe asks this Court to order:

17 A. That Defendants, their agents, servants, employees, representatives, successor and
18 assigns, and all persons, firms, corporations or other entities in active concert or participation with
19 any of said Defendants, be immediately and permanently enjoined from:

- 20 1) Directly or indirectly infringing Adobe's Intellectual Properties in any manner,
21 including generally, but not limited to, reproduction, manufacture, importation,
22 distribution, advertising, selling and/or offering for sale any merchandise which
23 infringes said Adobe's Intellectual Properties, and, specifically:
- 24 2) Reproducing, importing, manufacturing, distributing, advertising, selling and/or
25 offering for sale the Unauthorized Software Product or any other unauthorized products
26 which picture, reproduce, copy or use the likenesses of or bear a confusing and/or
27 substantial similarity to any of Adobe's Intellectual Properties;
- 28 3) Reproducing, importing, manufacturing, distributing, advertising, selling and/or
offering for sale in connection thereto any unauthorized promotional materials, labels,
packaging or containers which picture, reproduce, copy or use the likenesses of or bear
a confusing and/or substantial similarity to any of Adobe's Intellectual Properties;

- 4) Engaging in any conduct that tends falsely to represent that, or is likely to confuse, mislead or deceive purchasers, Defendants' customers and/or members of the public to believe the actions of Defendants, the products sold by Defendants, or Defendants themselves are connected with Adobe, are sponsored, approved or licensed by Adobe, or are in some way affiliated with Adobe;
- 5) Affixing, applying, annexing or using in connection with the importation, manufacture, distribution, advertising, sale and/or offer for sale or other use of any goods or services, a false description or representation, including words or other symbols, tending to falsely describe or represent such goods as being those of Adobe;
- 6) Otherwise competing unfairly with Adobe in any manner;
- 7) Destroying or otherwise disposing of
 - a. Merchandise falsely bearing Adobe's Intellectual Properties;
 - b. Any other products which picture, reproduce, copy or use the likenesses of or bear a substantial similarity to any of Adobe's Intellectual Properties;
 - c. Any labels, packages, wrappers, containers or any other unauthorized promotion or advertising material item which reproduces, copies, counterfeits, imitates or bears any of Adobe's Intellectual Properties;
 - d. Any molds, screens, patterns, plates, negatives or other elements used for making or manufacturing products bearing Adobe's Intellectual Properties;
 - e. Any sales and supply or customer journals, ledgers, invoices, purchase orders, inventory control documents, bank records, catalogs and all other business records, believed to concern the manufacture, purchase, advertising, sale or offering for sale of Unauthorized Software Product;

B. That Adobe and its designees are authorized to seize the following items which are in Defendants' possession, custody or control:

- 1) All Unauthorized Software Product;
- 2) Any other unauthorized product which reproduces, copies, counterfeits, imitates or bear any of the Adobe's Intellectual Properties, or any part thereof;
- 3) Any molds, screens, patterns, plates, negatives, machinery or equipment, specifically including computers, servers, optical disc burners and other hardware used for making

1 or manufacturing Unauthorized Software Product or unauthorized product which
2 reproduces, copies, counterfeits, imitates or bears any of the Adobe's Intellectual
3 Properties, or any part thereof.

4 C. That those Defendants infringing upon Adobe's Intellectual Properties be required
5 to pay actual damages increased to the maximum extent permitted by law and/or statutory damages
6 at Adobe's election;

7 D. That actual damages be trebled pursuant to 15 U.S.C. § 1117;

8 E. That Defendants account for and pay over to Adobe all damages sustained by Adobe
9 and profits realized by Defendants by reason of Defendants' unlawful acts herein alleged and that
10 those profits be increased as provided by law;

11 F. That Adobe recovers from Defendants its costs of this action and reasonable
12 attorneys' fees; and

13 G. That Adobe has all other and further relief as the Court may deem just and proper
14 under the circumstances.

15 Dated: January 30, 2008

J. Andrew Coombs, A Professional Corp.

16 By: 

J. Andrew Coombs
Annie S. Wang

17 Attorneys for Plaintiff Adobe Systems Incorporated
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DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff Adobe Systems Incorporated hereby demands a trial by jury of all issues so triable.

Dated: January 30, 2008

J. Andrew Coombs, A Professional Corp.

By: 

J. Andrew Coombs

Annie S. Wang

Attorneys for Plaintiff Adobe Systems Incorporated

Exhibit A

Adobe Systems Incorporated v. Ressler
Complaint - Exhibit A

Title of Work	Copyright Registration No.
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827
Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
Adobe Acrobat 8 Standard for Windows.	TX0006390828
Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
Adobe Acrobat Approval 5.0 for Windows.	TX0005436556
Adobe Acrobat Capture 3.0 source code.	TX0005199559
Adobe Acrobat Connect 1.0 for Macintosh.	TX0006390834
Adobe Acrobat Connect 1.0 for Windows.	TX0006390835
Adobe Acrobat Distiller Server 5.0.5.	TX0005758527
Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005847807
Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847832
Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
Adobe Acrobat eBook Reader v. 2.0.	TX0005335250
Adobe Acrobat Elements 1.0 for Windows.	TX0005611299
Adobe Acrobat Elements 6.0 for Windows.	TX0005780821
Adobe Acrobat Elements Server 6.0 for Windows.	TX0005848340
Adobe Acrobat Fill in 4.0.	TX0004241942
Adobe Acrobat Inroduction 1.0.	TX0005200942
Adobe Acrobat Inroduction 1.0.	TX0005200942

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Adobe Acrobat Messenger 1.0.	TX0005241268
Adobe Acrobat Reader 5.0 for Macintosh.	TX0005412874
Adobe Acrobat Reader 5.0 for Windows.	TX0005412875
Adobe Acrobat Reader 5.0.5 for AIX.	TX0005605114
Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605113
Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005617024
Adobe Acrobat Reader 5.05 for Linux.	TX0005617021
Adobe Acrobat Reader 5.1 for Macintosh.	TX0005620676
Adobe Acrobat Reader 5.1 for Windows.	TX0005620677
Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005422793
Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)	TX0005617023
Adobe Acrobat Reader for Palm OS 2.0 (Windows)	TX0005617022
Adobe Acrobat Reader for Palm OS Beta Windows.	TX0005422794
Adobe Acrobat Reader for Pocket PC : Version 1.0.	TX0005489269
Adobe Creative Suite 2 Premium for Macintosh.	TX0006131248
Adobe Creative Suite 2 Premium for Windows.	TX0006131245
Adobe Creative Suite 2 Standard for Macintosh.	TX0006131247
Adobe Creative Suite 2 Standard for Windows.	TX0006131246
Adobe Creative Suite for Macintosh.	TX0005844481
Adobe Creative Suite for Windows.	TX0005844480
Adobe Dreamweaver CS3 Professional for Windows and Macintosh	TX0006534561
Adobe Extension Manager CS3 for Windows and Macintosh.	TX0006531581
Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
Adobe Flash Media Encoder 1.0.	TX0006526716
Adobe Flash Media Encoder 1.0.	TX0006526716
Adobe Flash Player 9 for Linux.	TX0006476523
Adobe Flash Player 9 for Linux.	TX0006476523
Adobe Flash Player 9 for Solaris.	TX0006457897
Adobe Illustrator : Version 5.0.1 (Mac).	TX0003846115
Adobe Illustrator : Version 5.5 (Mac).	TX0003846114
Adobe Illustrator : Version 6.0 Macintosh.	TX0004240043
Adobe Illustrator 10 for Macintosh.	TX0005446858
Adobe Illustrator 10 for Windows.	TX0005446857
Adobe Illustrator 3.0.	TX0003000202
Adobe Illustrator 8.0 for Macintosh and Windows.	TX0004953097
Adobe Illustrator 9.0 for Macintosh and Windows.	TX0005159819
Adobe Illustrator CS for Macintosh.	TX0005780817
Adobe Illustrator CS for Windows.	TX0005780806
Adobe Illustrator CS3 for Windows and Macintosh.	TX0006531603
Adobe Illustrator.	TX0003380406
Adobe PageMaker 6.0 for Macintosh, Power Macintosh.	TX0004093314
Adobe PageMaker 6.5 Macintosh.	TX0004524555
Adobe PageMaker 7.0 for Macintosh.	TX0005409447
Adobe PageMaker 7.0 for Windows.	TX0005409446
Adobe Pagemaker Plug-in Pack for Macintosh.	TX0005847834
Adobe Pagemaker Plug-in Pack for Windows.	TX0005847833
Adobe Photoshop : 5.5.	TX0005213806
Adobe Photoshop 6.0.	TX0005196369
Adobe Photoshop 7.0 for Macintosh.	TX0005562147
Adobe Photoshop 7.0 for Windows.	TX0005562148
Adobe Photoshop Album 2.0 for Windows.	TX0005780785
Adobe Photoshop CS for Macintosh.	TX0005780846
Adobe Photoshop CS for Windows.	TX0005780847
Adobe Photoshop CS2 for Macintosh.	TX0006131272
Adobe Photoshop CS2 Official JavaScript Reference	TX0006273756
Adobe Photoshop CS3 for Windows and Macintosh.	TX0006528611
Adobe Photoshop Elements : 4.0 for Macintosh.	TX0006277687
Adobe Photoshop Elements 1.0 for Macintosh and Windows.	TX0005329106
Adobe Photoshop Elements 2.0 for Macintosh.	TX0005592639
Adobe Photoshop Elements 2.0 for Windows.	TX0005592638
Adobe Photoshop Elements 4.0 for Windows.	TX0006139024

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Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.	TX0006526701
Adobe Photoshop Macintosh.	TX0003551958
Adobe Photoshop Version 3.0 Mac.	TX0003971820
Adobe Photoshop Version 3.0 Windows.	TX0003616850
Adobe Photoshop Version 5.0 Macintosh and Windows.	TX0004856009
Adobe Photoshop Windows.	TX0003596143
Adobe Photoshop.	TX0004068613
Adobe Photoshop.	TX0003120306
Adobe Photoshop.	TX0002897138
Adobe Photoshop : Version 4.0 : Macintosh and Windows.	TX0004571653
Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
Shockwave for Director 5.0.	TX0004700912

Exhibit B

EXHIBIT B**Trademark Registrations**

<u>Trademark Registration No.:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
3029061	ADOBE	Adobe Systems Incorporated
2920764	PHOTOSHOP	Adobe Systems Incorporated
3111341	CREATIVE SUITE	Adobe Systems Incorporated
3032288	A	Adobe Systems Incorporated
2725811	ADOBE STUDIO	Adobe Systems Incorporated
2725810	ADOBE STUDIO	Adobe Systems Incorporated
2722546	ADOBE STUDIO	Adobe Systems Incorporated
2081343	A	Adobe Systems Incorporated
2060488	ILLUSTRATOR	Adobe Systems Incorporated
1988712	ADOBE	Adobe Systems Incorporated
1988711	A	Adobe Systems Incorporated
1988710	A	Adobe Systems Incorporated
1956216	ADOBE	Adobe Systems Incorporated
1901149	A ADOBE	Adobe Systems Incorporated
1850242	PHOTOSHOP	Adobe Systems Incorporated
1852943	A	Adobe Systems Incorporated
1651380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1475793	ADOBE	Adobe Systems Incorporated
1487549	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
1482233	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
1486895	ADOBE	Adobe Systems Incorporated
1479408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
1383131	POSTSCRIPT	Adobe Systems Incorporated
1463458	POSTSCRIPT	Adobe Systems Incorporated

2520435	MACROMEDIA FLASH	Adobe Systems Incorporated
2650911	MACROMEDIA FLASH	Adobe Systems Incorporated
2852245	FLASH	Adobe Systems Incorporated
2855434	FLASH	Adobe Systems Incorporated
2060488	ILLUSTRATOR	Adobe Systems Incorporated
2068523	ACROBAT	Adobe Systems Incorporated
1997398	ACROBAT CAPTURE	Adobe Systems Incorporated
1901566	SHOCKWAVE	Adobe Systems Incorporated
2294926	DREAMWEAVER	Adobe Systems Incorporated
2091087	PAGEMAKER	Adobe Systems Incorporated